

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**IN RE: Rita Shine Bird fka Rita Shine
Montano**

Debtor(s)

Rita Shine Bird fka Rita Shine Montano
Debtor(s)/Movant
vs.

**PNC BANK NATIONAL
ASSOCIATION**

Respondent

BK NO. 17-21787 CMB

Chapter 13

Related to Claim No. 4

**RESPONSE OF PNC BANK, NA IN RESPONSE TO DEBTOR'S
OBJECTION TO NOTICE OF PAYMENT CHANGE**

PNC Bank, NA, hereby responds to the Objection to Notice of Payment Change filed by Debtor, Rita Shine Bird, as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part. The Notice of Payment Change reflects an insurance increase from \$2,622.00 to \$3,507.00.
7. Secured Creditor is without sufficient information or belief to admit or deny this statement and leaves Debtor to her proofs. To the extent the statement references a document, the document speaks for itself.
8. Denied. The terms of the mortgage require insurance for the property. Even if Secured Creditor obtained force placed insurance there would be a charge for it. Secured creditor would not know the charge for the force placed insurance until such time as it is actually placed.

9. Denied. Insurance to cover damage to or loss of the property is required. If Debtor obtains cheaper insurance that still meets the requirements of the mortgage and note, she can provide proof of same and request that the loan be re-analyzed.

Wherefore, PNC Bank, NA, respectfully requests that the Court overrule the objection to the Notice of Payment Change and allow same to stand as filed.

Respectfully Submitted,

Dated: 12/23/2021

/s/ Brian C. Nicholas

Brian C. Nicholas, Esq. (317240)
KML Law Group, P.C.
Attorneys for PNC Bank, NA
(201) 549-2366
bnicholas@kmllawgroup.com